

Site Name: Airpark

Site Number: 871386

AGREEMENT FOR PCS TOWER AND APPURTENANCES

This AGREEMENT FOR PCS TOWER AND APPURTENANCES ("Agreement") made this _____ day of _____, 2014 between the City of Lincoln, Nebraska, a municipal corporation, hereinafter "CITY" and USCOC of Greater Iowa, LLC, a Delaware limited liability company, hereinafter "Licensee".

1. Description of Premises. CITY grants to Licensee a license to occupy and use a certain parcel of real property located at 5500 W. Superior, Lincoln, NE, County of Lancaster as shown on the attached Exhibit A (the "Premises"), which is incorporated herein by this reference.

2. Term of Agreement. The primary term ("Primary Term") of this License will be for ten (10) years, and will commence from the date that the City of Lincoln executes this Agreement (the "Commencement Date"). The Primary Term will terminate at midnight on the day in which the tenth (10th) annual anniversary of the Commencement Date occurs, unless sooner terminated as provided herein.

This Agreement may thereafter be renewed for up to four (4) additional terms (each a "Renewal Term") of five years each. The Agreement shall automatically renew for each Renewal Term, unless Licensee provides the CITY with a notice of non-renewal not less than ninety (90) days prior to the expiration of the then current Term.

3. Use of Premises. The Premises will be used for the purpose of installing, constructing, maintaining, repairing, operating, altering, inspecting, expanding, adding to and removing Licensee's communications equipment, including, but not limited to, the following:

a. Any and all antennas, dishes and/or grids as Licensee may deem appropriate, within a single ten (10) foot vertical area on the Tower with the centerline being at approximately One Hundred Thirty feet (130').

b. Transmission lines and mounting and grounding hardware.

c. One concrete pad and one communications compound ("Communication Compound") containing, without limitation, telecommunications equipment consisting of base station cabinets, wireless communication equipment, switches, power supplies, batteries, and accessories.

d. An emergency generator, if required by Licensee, (or other back up power source) to be located, at Licensee's option, for Licensee's use, within the Communications Compound, adjacent to the Communications Compound or within a separate area adjacent to the Communications Compound. The fuel tank for the generator (gasoline, diesel, butane, propane, LPG or other) may be located either inside or outside the Communications Compound, in accordance with applicable building codes.

e. Licensee shall have 24-hour 7 days a week access to the Premises.

For the purposes of this License, all of Licensee's equipment, antennas, dishes, lines, switches, power supplies, batteries, Communications Compound, generator, generator shelter, Tower, accessories, and necessary appurtenances will be referred to herein collectively as the "Communications Facility." The concrete pad and Communications Facility may be installed by Licensee.

The attachment of the Licensee's equipment to the Tower shall be approved by a qualified structural engineer licensed to practice in the State of Nebraska. Licensee will submit its building plans and specifications, under seal by the licensed structural engineer who approved the design of the Tower, to CITY for written approval prior to construction. Thereafter, CITY shall have thirty (30) days to accept or reject Licensee's building plans. Approvals will not be unreasonably withheld, conditioned or delayed. If CITY does not approve the plans and specifications, this License will be void at Licensee's election, and terminate without penalty. The approved plans and specifications shall be attached hereto as Exhibit B.

As soon as reasonably possible after CITY accepts the building plans and Licensee has obtain all governmental approvals, licenses and permits, Licensee shall construct and install, at Licensee's cost, the Communications Facility at the location depicted on Exhibit A, in accordance with the approved plans and specifications, Exhibit B. The Communications Facility may be installed by Licensee or by any of Licensee's agents or contractors. Licensee may make alterations to the Communications Facility from time to time as Licensee determines to be necessary or desirable, subject to the approval process described above, which approval will not be unreasonably withheld, conditioned or delayed.

Licensee may, at its own cost and expense, install, maintain and operate on the Tower or on the Premises, only the equipment necessary for the operation of the Communications Facility in accordance with the plans approved by CITY; as such plans may be amended from time to time for technological or capacity changes. Any damage to the Premises caused by the operation and maintenance of the Tower shall be at Licensee's sole expense. Licensee may run transmission lines between Licensee's equipment and Licensee's antennas, dishes and grids.

All work to be performed on the Premises and any easement area shall be performed in a good and workmanlike manner, and in accordance with all applicable governmental laws, ordinances, regulations and codes. Licensee shall obtain all permits necessary for such construction.

4. Other Licenses and Permits. Licensee shall secure from the proper governmental authorities all licenses and permits required by law for the maintenance and operation of its facilities on the Tower, also support structures and appurtenances thereto including the Communications Compound, before construction of the Communications Facility.

5. Fees. Licensee shall pay to CITY a license fee to occupy and use the ground space in the Premises and space on the Tower ("License Fee"). The monthly License Fee will be \$2,000 a month, due in advance on or before the first day of each and every calendar month. The CITY shall work with Licensee to complete an accurate IRS form W9 (or its

equivalent) prior to Licensee's first payment of Rent. CITY shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the CITY. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Licensee to the new Payee. On every anniversary of the Commencement Date, throughout the duration of the Lease as renewed and extended, the Rent shall be increased by three (3%) percent over the previous year's Rent. The License Fee for any period during the term of this License that is less than one (1) month will be prorated. All payments shall be made payable to and mailed to the following address:

City of Lincoln
City Treasurer
575 S. 10th
Lincoln, NE, 68508

6. Access to CITY Property. It is acknowledged that the Tower and appurtenances thereto are constructed on CITY property which is a vital part of CITY's operations. Licensee shall operate the tower and appurtenances thereto on the licensed Premises in such a manner so that the operation does not interfere with CITY's operation of its property nor will it interfere with access to the property by CITY personnel, agents or contractors. Licensee agrees to comply with any commercially reasonable rules, regulations, and procedures that may be adopted by CITY from time to time to provide reasonable security measures to protect the Premises and CITY, so long as Licensee receives written notice of such rules, regulations, and procedures, and any changes thereto. CITY retains the right to use the licensed Premises at any time in connection with the need of CITY to provide service to its customers. CITY will endeavor to do so in such a manner so as to not interfere with the construction, operation and maintenance of the Tower. CITY retains the right to use the licensed Premises in any ways that do not interfere with Licensee's uses.

7. Taxes. Since the real property is owned and used by a governmental entity (CITY), it is potentially tax exempt. Licensee shall be responsible for and pay all taxes before any penalties or interest shall accrue thereon, as an additional license fee, if taxes are subsequently levied against the Communications Facilities. Licensee will be responsible for payment of all personal property taxes assessed directly upon and arising solely from its possession or use of the communications facility or buildings on the Premises.

8. Payment of Utilities. Licensee shall fully and promptly pay for all utility service of every kind furnished to the licensed Premises throughout the license term. CITY shall not be liable for any damage to equipment or loss of revenue to Licensee resulting from the interruption of utility services unless due to the negligent or intentional acts of City. All fees due under this Agreement shall continue notwithstanding any interruption of power or other required utility facilities, except for the negligent actions or willful misconduct of CITY and its officers, agents, visitors and employees.

9. Maintenance of Licensed Premises. CITY will maintain the Tower in a proper operating and safe condition. All costs associated with the maintenance and repair of the Tower, including painting, will be paid by CITY, unless the damage to the Tower is caused by the negligence, willful misconduct or strict liability of Licensee, or its agents, employees, or

contractors of the Licensee, in which case Licensee shall repair such damage or, at Licensee's option, reimburse CITY for the costs and expenses incurred by CITY to repair the damage.

Licensee shall, throughout the term of this license, at its own cost and expense, keep and maintain the Communications Facilities and all appurtenances thereto including all constructed improvements in good, sanitary, lawful and neat order, condition and repair, excluding any of CITY's property and equipment from the licensed Premises, the Tower and Non-Antenna Appurtenances. Any landscaping of the Premises, required as a result of the installation of US Cellular's Communication Facilities, required by the City of Lincoln or any other appropriate governmental authority shall be done at the sole cost and expense of US Cellular, including all necessary maintenance. Neither Licensee nor any other party shall be allowed to display any signage or advertisement on the tower, on any building within the Premises or anywhere on the Premises, except as required by law. Licensee shall take all commercially reasonable measures and precautions to prevent unauthorized persons access to the Premises, buildings located on the Premises and to the tower.

10. Liability and Property Damage Insurance.

CITY shall not be liable for damage to Licensee's improvements or for any loss or damage to any vehicles parked upon the licensed Premises, except negligence, willful misconduct or strict liability of City, or its agents, employees, or contractors. Licensee shall at all times during the term of this license carry at its own expense public liability insurance of not less than One Million Dollars (\$1,000,000.00) for the injury to or death of one person, and not less than Two Million Dollars (\$2,000,000.00) for the injury to or the death of two or more persons arising out of a single accident or occurrence on the licensed Premises. The City may adjust the required amounts of such insurance during the term of the agreement in conjunction with changes in the amounts recoverable under state law but in no event in an amount greater than five million dollars (\$5,000,000.00) without the agreement of Licensee. Licensee shall furnish CITY with a certificate of such insurance policy. Any contractor or subcontractor performing work on the Premises for or on behalf of Licensee shall carry statutory workers' compensation insurance, comprehensive general liability and automobile insurance with limits of not less than One Million Dollars (\$1,000,000.00). During the term of the license, Licensee shall keep in full force and effect a commercial liability insurance policy with limits of not less than \$1,000,000.00, which shall cover damage to CITY's property.

b.

11. Tower Maintenance.

- a. CITY represents that it has the right and responsibility to repair and maintain the Tower and surrounding property, including but not limited to, snow removal. If the Tower is damaged for any reason, other than by reason of the willful misconduct or gross negligence of Licensee or its agents, so as to render it substantially unusable for Licensee's intended use, the Rent shall abate until CITY, at CITY's expense, restores the Tower to its condition prior to such damage; provided, however, in the event CITY fails to repair the Tower within seven (7) days following the date of such damage, Licensee shall have the right to terminate this Lease by giving CITY written notice thereof, as long as Licensee has not resumed operations upon the Premises.

- b. If applicable, CITY shall have the right to request Licensee's relocation once during any ten (10) year period for the purpose of completing general maintenance or painting to or on the Tower, so long as CITY provides Licensee with six (6) months advance notice in writing to Licensee. This notice requirement shall not affect any situation where CITY must request Licensee's relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or CITY's other Licensees. In the event of a relocation request under this Section, Licensee agrees to cover the costs of relocating its equipment. If such approval is to include going through any permitting process of the CITY, CITY shall waive any permit fees for Licensee for its reinstallation. CITY shall provide space satisfactory to Licensee in the location shown in the Site Drawing attached hereto as Exhibit A in order for Licensee to operate temporary cellular facilities during the course of any maintenance that cannot be completed without Licensee's relocation. CITY shall take all steps possible to ensure that Licensee is off the Tower for the minimum length of time possible.

12. Modular Building. Licensee may erect, at its own cost and expense, one modular building on the Premises, which shall be maintained, repaired and secured by Licensee. The modular building must be constructed according to the applicable laws and regulations of the State of Nebraska. The plans for and location of the modular building on the Premises must be approved in advance by CITY before the same can be placed on the Premises and such approval will not be unreasonably withheld, conditioned, or delayed. At the time this Agreement expires or is terminated, Licensee shall have ninety (90) days thereafter to remove the modular building from the Premises or the same, together with all equipment therein, shall become the property of CITY. The City and Licensee may choose to jointly develop a building which may be used by other providers, as determined by the City.

13. Indemnification. To the fullest extent allowed by Nebraska Law, the Licensee shall indemnify and Hold Harmless the City, its officers, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the Licensee's use and occupation of the Site, that results in any claim for damage whatsoever, including without limitation, any bodily injury, , death, or any injury to or destruction of property, including any loss of use resulting therefrom that is caused in whole or in part by Licensee or anyone directly employed by Licensee. This section shall not require Licensee to indemnify or Hold Harmless the City for any losses, Claims, damages, and expenses arising out of or resulting from the willful or negligent misconduct of the City, its officers, agents and employees. The City shall indemnify and hold Licensee harmless, to the extent allowed by Nebraska Law, from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the City, its officers, agents and employees. This section shall not require City to indemnify or Hold Harmless Licensee for any losses, Claims, damages, and expenses arising out of or resulting from the willful or negligent misconduct of the Licensee, its officers, agents and employees. Nothing in this Article shall require either party to indemnify the other party against such other party's own willful or negligent misconduct.

14. Assignment, Renting or Leasing Space. Licensee shall have the right to sublicense or assign its rights under this License to any party affiliated, under common control or otherwise related to Licensee, successor legal entities or any party acquiring substantially all the

assets of Licensee (the "Control Group") without the consent of CITY. Licensee may sublicense or assign its rights under this License to any other entity with CITY's consent, which will not be unreasonably withheld, conditioned or delayed.

15. Events of Default. Default shall occur if any one or more of the following events shall happen:

a. Licensee shall default in the punctual payment of the license fee and such default shall continue for thirty (30) days after receipt of written notice from CITY; or

b. If either party shall neglect or fail to perform or observe any of the material provisions of this License Agreement, and such failure is not cured within thirty (30) days after receipt of written notice thereof from the other party, the other party may, at its option, 1) cure the failure at the defaulting party's expense, or 2) terminate this License. If any such default cannot reasonably be cured within thirty (30) days, the defaulting party will not be deemed to be in default under this License if it commences curing such default within the thirty (30) day period and thereafter diligently pursues such cure to completion.

16. Environmental Laws. Licensee warrants and agrees that it will conduct its activities on the property in compliance with all applicable environmental laws. CITY represents, warrants and agrees that it has in the past and will in the future conduct its activities on the property in compliance with all applicable environmental laws and that the property is free of hazardous substance as of the date of this Agreement.

CITY shall be responsible for, and shall promptly conduct any investigation and remediation as required by any environment laws or common law, of all spills or other releases of hazardous substance, not caused solely by Licensee that have occurred or which may occur on the property.

Licensee agrees to defend, indemnify and hold CITY harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorneys fees that CITY may suffer due to the existence or discovery of any hazardous substance on the property or the migration of any hazardous substance to other properties or release into the environment arising solely from Licensee's activities on the property. CITY acknowledges and agrees that Licensee shall have no liability or responsibility whatsoever for any environmental violations or issues, on the property existing prior to the date of Licensee's occupancy or otherwise not caused by Licensee.

The indemnification in this section specifically includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority.

17. Nebraska Law. This license shall be construed and enforced in accordance with the laws of the State of Nebraska.

18. Binding Effect. This Agreement shall inure to the benefit and be binding upon both parties, their respective successors and assigns.

19. Interference. Licensee shall at all times pertinent hereto be responsible for the proper operation of its equipment located on the Premises and shall make certain that the same complies with all pertinent laws, rules and regulations of any applicable governmental authority. In the event that Licensee's equipment causes interference with any of CITY's pre-equipment or to any communications facilities of a third party that existed on the Premises prior to the installation of Licensee's installation, Licensee, upon notice received of the interference, shall take all steps necessary to correct and eliminate the interference as soon as possible and shall take all necessary precautions and corrective action needed to prevent the reoccurrence of the interference.

Notwithstanding the foregoing, the parties intend to be bound to the principle that the communications provider who is first in time on the Tower or Premises shall be protected from interference by subsequent providers. CITY will not use the tower or Premises in any manner which will limit, impair or restrict the use or operations of the Communications Facility or allow any use which could cause any destructive or conflicting interference with the Communications Facility. If any harmful interference shall result from the operation of any transmitters, equipment, antennae, dishes or other equipment or devices to the Communications Facility, then CITY shall immediately cause such operations to cease until such interference is eliminated, provided that to do so would not jeopardize, compromise, limit, impair, or otherwise interfere with CITY's use of its properties. If CITY is unable to cure such interference within thirty (30) days of Licensee's demand, Licensee may terminate this lease without penalty.

20. Additional Licenses. Licensee acknowledges the right and authority of CITY to grant and lease or license additional licenses for telecommunications equipment and appurtenances thereto of other users on CITY's Tower so long as such grant and lease or license does not interfere with Licensee's use of its licensed space on the Tower and said lease or license contains language effectively similar to this Agreement.

21. Entire License Agreement. This license contains the entire understanding of the parties hereto with respect to the conditions of this license and supersedes all prior agreements and understandings between the parties with respect to such subject matter. The representations, warranties, undertakings, or promises, whether oral, implied, written, or otherwise, have been made by either party hereto to the other unless expressly stated in this license agreement or unless mutually agreed to in writing between the parties hereto after the date hereto, and neither party has relied on any verbal representation, agreements, or undertakings not expressly set forth herein.

22. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier, to the following addresses:

CITY:	City of Lincoln
	City Treasurer
	575 S. 10th
	Lincoln, NE, 68508

With a copy to: Steven Huggenberger
Assistant City Attorney
575 S. 10Th / Room 4201
Lincoln, Nebraska 68508

Licensee: USCOC of Greater Iowa, LLC
8410 West Bryn Mawr Avenue, Suite 700
Chicago, IL 60631
Attn: Real Estate Lease Management

A party may change its address to which any notice or demand may be given by written notice thereof to the other party.

23. Contingencies. This License Agreement and Licensee's obligations hereunder are expressly contingent upon the following:

a. Licensee's satisfaction with the status of title to the Premises and, at Licensee's option and its expense, Licensee's receipt of a licensehold title insurance policy insuring its license interest in the Premises, in form and substance satisfactory to Licensee. CITY shall execute the standard form of title company affidavit in order to enable Licensee to obtain title insurance on the Premises free and clear of all exceptions other than those which have been disclosed in writing to Licensee and which do not interfere with Licensee's use of the Premises; and

b. Licensee's satisfaction, within the first year of the agreement, in its sole and absolute discretion, with the feasibility of engineering, installing, constructing and operating the Communication's Facility; and Licensee's receipt of all necessary or appropriate building and construction permits and all licenses, permits, approvals and consents from all applicable governmental authorities necessary or appropriate for Licensee to use and operate the Communication's Facility on the Premise.

c. Licensee is hereby given the right to survey, soil test, radio coverage test, and to conduct any other investigations needed to determine if the surface and location of the Premises are suitable for Licensee's use intended by this License.

In the event that any of the foregoing occurs Licensee may terminate this License Agreement without penalty.

25. Termination. Licensee may terminate this License Agreement at any time by notice to CITY without further liability if:

a. Licensee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority or any easements required from any third party to operate the Communications Facility, or if any such approval is canceled, expires or is withdrawn or terminated; or

b. CITY fails to have proper ownership of the Premises or authority to enter into this License Agreement.

Upon termination, all prepaid rent will be retained by CITY unless such termination is due to CITY's failure of proper ownership or authority, or such termination is a result of CITY's default. Additionally, upon termination or non-renewal Licensee must remove its antenna arrays and platforms that it owns from the Tower within thirty (30) days after the expiration of this Agreement. Failure to so remove the antenna arrays and platforms will, at the City's option, 1) result in the same being owned by CITY; or 2) result in the same being removed by the City at Licensee's cost.

26. Aviation Hazard Marking. CITY agrees to be solely responsible for full compliance, at all times, with the Tower marking, lighting, maintenance, inspection, recording, registration, and notification requirements of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA"). Licensee shall notify City of any such requirements that are not in full compliance, as mentioned above. City make contract with Licensee to accomplish any needed compliance requirements or maintenance.

27. FCC and FAA Tower Registration. CITY warrants to Licensee that the Tower has been registered by the tower owner with the FCC and the FAA, if required by the FCC and the FAA. Additionally, CITY warrants to Licensee that in the event the FCC or the FAA requires the Tower to be registered during the Term of this Lease or any extensions thereof, CITY shall ensure that the tower owner shall take all necessary actions to register the Tower. CITY shall provide Licensee with a copy of the FCC and FAA tower registration.

28. Quiet Enjoyment. CITY covenants that Licensee shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that CITY will not intentionally disturb Licensee's enjoyment thereof as long as Licensee is not in default under this Lease.

29. Title and Access and Authority. CITY covenants and warrants to Licensee that CITY presently owns the fee simple interest in and to the Site; that the Premises are served by legal access from a public way; that CITY is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the CITY warrants himself to be duly authorized to bind the CITY hereto.

30. Licensee's Self-Help. If CITY, after ten (10) day notice by Licensee, at any time fails to perform any of its obligations under this Lease or does not make repairs that are needed protect the health, safety, and welfare of Licensee, CITY or CITY's other Licensees, Licensee shall have the right, but not the obligation, upon giving the CITY at least two (2) days prior written notice of its election to do so (except in the event of an emergency, when no prior notice shall be required) to perform such obligations on behalf of and for the account of CITY, and to take all necessary action to perform such obligations. Licensee's costs and expenses incurred in performing such obligations of CITY shall, at the election of the Licensee, either promptly be reimbursed by CITY with interest at the highest rate allowed by applicable law or Licensee taking a credit against the rent in the amount of the cost and expenses.

31. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or

provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

32. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.

33. Errors and Omissions. CITY and Licensee agree as part of the basis of their bargain for this Lease to cooperate fully in executing any and all documents (including amendments to this Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Lease.

34. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

35. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy of image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE – SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this license agreement the day and year first above written.

CITY OF LINCOLN, NEBRASKA,

By: _____
Mayor Chris Beutler

USCOC of Greater Iowa, LLC

By: _____
Title: Vice President

ACKNOWLEDGMENTS

STATE OF NEBRASKA)

COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Chris Beutler, as Mayor for the City of Lincoln, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to her authority, she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2014.

Notary Public

My commission expires _____

STATE OF ILLINOIS)

COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Michael J. Szary, Vice President, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Agreement as his free and voluntary act on behalf of the named limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this 13 day of March, 2014.

Karen F Wierer
Notary Public

My commission expires 01/04/17

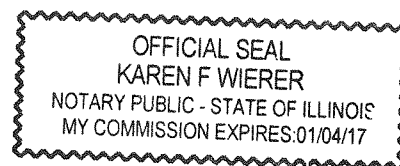


EXHIBIT A

LEASE AREA:

A LEGAL DESCRIPTION OF A 12'X20' LEASE AREA, LOCATED IN THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 10 NORTH RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY NEBRASKA. SAID DESCRIPTION SHALL BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 10 NORTH RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE NORTH 01°44'19" WEST (A GPS DERIVED GEODETIC BEARING) ON THE WEST LINE OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 387.81 FEET; THENCE NORTH 87°22'48" EAST, A DISTANCE OF 16.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°37'12" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 87°22'48" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 02°37'12" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 87°22'48" WEST, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 240.00 SQUARE FEET MORE OR LESS.

ACCESS/UTILITY EASEMENT:

A LEGAL DESCRIPTION OF A 30 FOOT ACCESS UTILITY EASEMENT LOCATED IN THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 10 NORTH RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY NEBRASKA. SAID DESCRIPTION SHALL BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 10 NORTH RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE NORTH 88°09'17" EAST (A GPS DERIVED GEODETIC BEARING) ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 244.93 FEET; THENCE NORTH 01°50'43" WEST, A DISTANCE OF 68.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF WEST SUPERIOR STREET, AND THE POINT OF BEGINNING; THENCE NORTH 01°52'56" WEST, A DISTANCE OF 274.50 FEET; THENCE NORTH 05°03'36" WEST, A DISTANCE OF 61.13 FEET; THENCE NORTH 50°24'51" WEST, A DISTANCE OF 71.46 FEET; THENCE NORTH 62°45'02" WEST, A DISTANCE OF 29.15 FEET; THENCE SOUTH 88°07'04" WEST, A DISTANCE OF 88.57 FEET; THENCE SOUTH 43°07'04" WEST, A DISTANCE OF 30.44 FEET; THENCE NORTH 87°37'05" EAST, A DISTANCE OF 8.29 FEET; THENCE SOUTH 01°42'29" EAST, A DISTANCE OF 60.03 FEET; THENCE SOUTH 87°35'57" WEST, A DISTANCE OF 49.28 FEET; THENCE NORTH 02°37'12" WEST, A DISTANCE OF 60.04 FEET; THENCE NORTH 87°37'05" EAST, A DISTANCE OF 11.56 FEET; THENCE NORTH 01°52'56" WEST, A DISTANCE OF 12.31 FEET; THENCE NORTH 43°07'04" EAST, A DISTANCE OF 55.82 FEET; THENCE NORTH 88°07'04" EAST, A DISTANCE OF 108.79 FEET; THENCE SOUTH 62°45'02" EAST, A DISTANCE

EXHIBIT A (continued)

OF 40.19 FEET; THENCE SOUTH 50°24'51" EAST, A DISTANCE OF 87.23 FEET; THENCE SOUTH 05°03'36" EAST, A DISTANCE OF 74.49 FEET; THENCE SOUTH 01°52'56" EAST, A DISTANCE OF 275.35 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF WEST SUPERIOR STREET; THENCE SOUTH 88°09'17" WEST, ON SAID NORTH RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 21,130.58 SQUARE FEET OR 0.485 ACRES MORE OR LESS.

EXHIBIT B

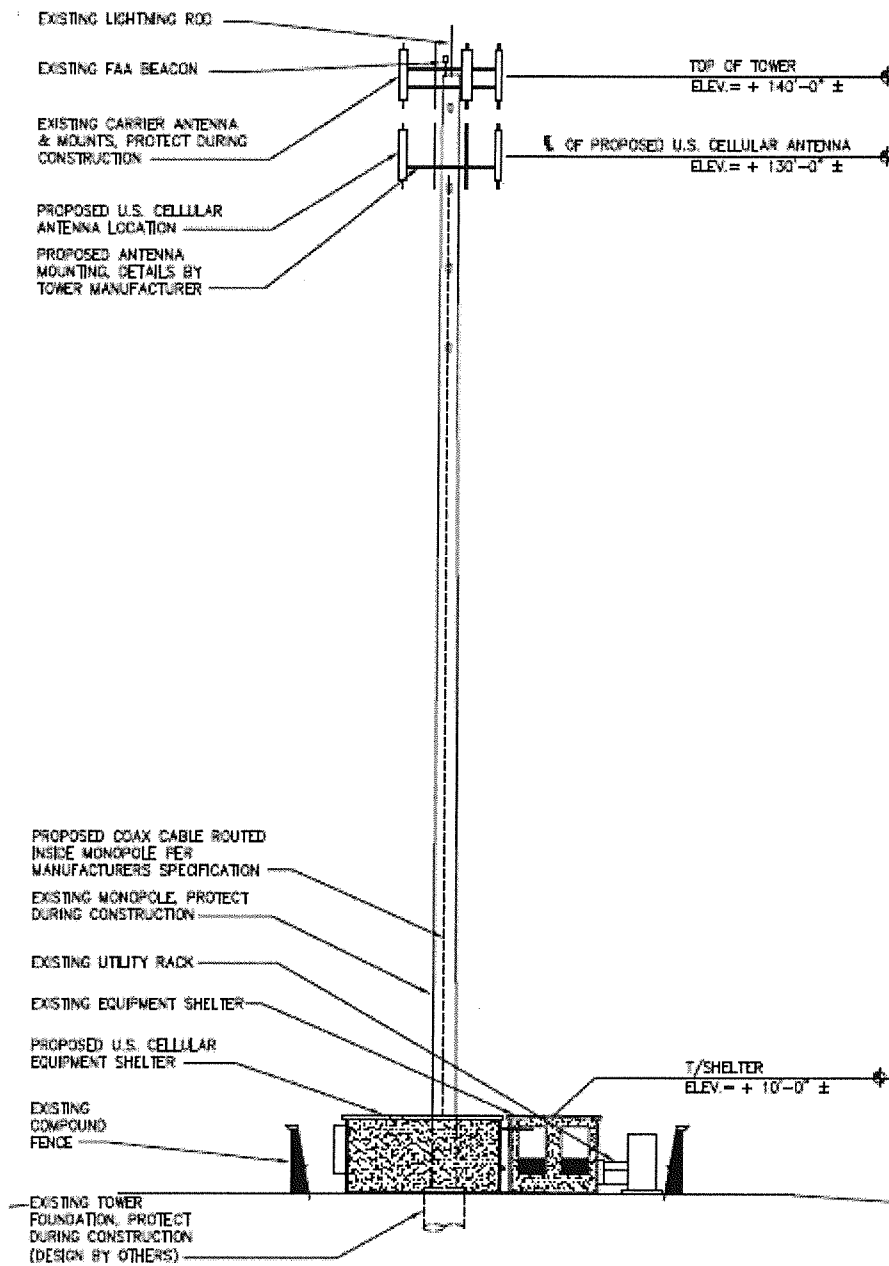
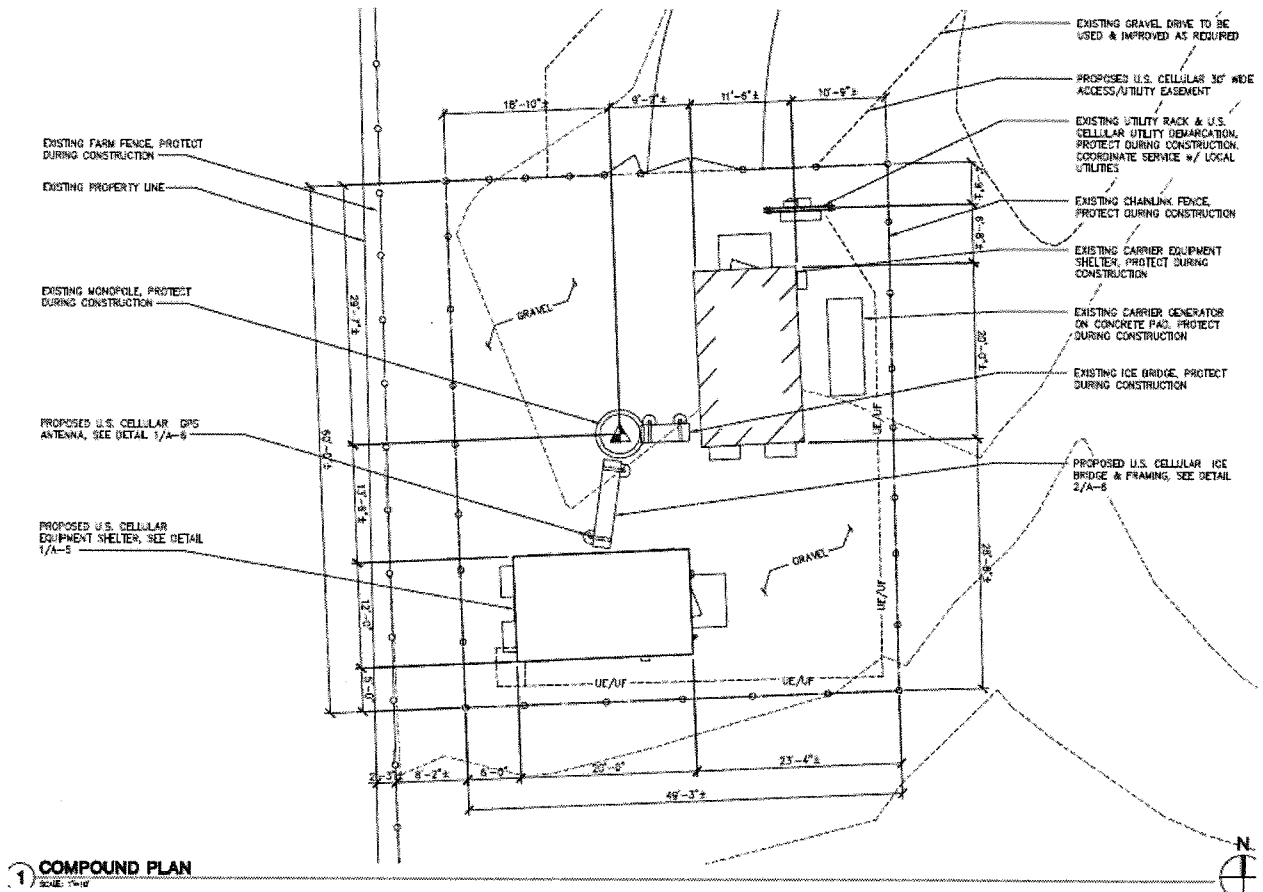


EXHIBIT B (continued)



Prepared by and return to:
USCOC of Greater Iowa, LLC
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Airpark
Site Number: 871386
County: Lancaster
State: Nebraska

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between City of Lincoln, Nebraska, a municipal corporation, whose address is City of Lincoln, City Treasurer, 575 S. 10th Street, Lincoln, Nebraska, 68508 hereinafter referred to as "Landlord", and USCOC of Greater Iowa, LLC, a Delaware limited liability company whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Agreement for PCS Tower And Appurtenances, entered into on the ____ of _____, 2014, ("the Lease"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; and

WHEREAS, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Lancaster County, State of Nebraska.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby grant Tenant the option to lease the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease gives Tenant the right to lease the property, exercisable upon the fully executed agreement (the "Commencement Date").
2. Upon the Commencement Date, the Landlord shall lease the property to the Tenant for an initial lease term of ten (10) years. The Lease provides for renewal terms that may extend the term of the lease for up to four (4) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.
3. The Landlord may also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.
4. This Memorandum of Leases is subject to all the terms and provisions of the Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Memorandum of Lease will be resolved in favor of the Lease.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the date of full execution.

LANDLORD: City of Lincoln, Nebraska

TENANT: USCOC of Greater Iowa, LLC

By: _____

By: Mike Arzary

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: 3/3/14

STATE OF NEBRASKA)
)
COUNTY OF LANCASTER)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to their authority, signed the said Memorandum as their free and voluntary act on behalf of _____, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20__.

Notary Public
My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Mike Irizarry, Vice President for USCOC of Greater Iowa, LLC, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this 13th day of March, 2014

Rob Palmer

Notary Public
My commission expires 8/22/16

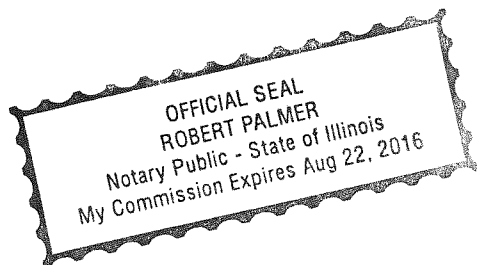


EXHIBIT A

Legal Description of Premises

LEASE AREA:

A LEGAL DESCRIPTION OF A 12'X20' LEASE AREA, LOCATED IN THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 10 NORTH RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY NEBRASKA. SAID DESCRIPTION SHALL BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 10 NORTH RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE NORTH 01°44'19" WEST (A GPS DERIVED GEODETIC BEARING) ON THE WEST LINE OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 387.81 FEET; THENCE NORTH 87°22'48" EAST, A DISTANCE OF 16.29 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°37'12" WEST, A DISTANCE OF 12.00 FEET; THENCE NORTH 87°22'48" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 02°37'12" EAST, A DISTANCE OF 12.00 FEET; THENCE SOUTH 87°22'48" WEST, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 240.00 SQUARE FEET MORE OR LESS.

ACCESS/UTILITY EASEMENT:

A LEGAL DESCRIPTION OF A 30 FOOT ACCESS UTILITY EASEMENT LOCATED IN THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 10 NORTH RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN, LANCASTER COUNTY NEBRASKA. SAID DESCRIPTION SHALL BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST ONE HALF OF THE SOUTHEAST QUARTER OF SECTION 1 TOWNSHIP 10 NORTH RANGE 5 EAST OF THE SIXTH PRINCIPAL MERIDIAN; THENCE NORTH 88°09'17" EAST (A GPS DERIVED GEODETIC BEARING) ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 1, A DISTANCE OF 244.93 FEET; THENCE NORTH 01°50'43" WEST, A DISTANCE OF 68.00 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF WEST SUPERIOR STREET, AND THE POINT OF BEGINNING; THENCE NORTH 01°52'56" WEST, A DISTANCE OF 274.50 FEET; THENCE NORTH 05°03'36" WEST, A DISTANCE OF 61.13 FEET; THENCE NORTH 50°24'51" WEST, A DISTANCE OF 71.46 FEET; THENCE NORTH 62°45'02" WEST, A DISTANCE OF 29.15 FEET; THENCE SOUTH 88°07'04" WEST, A DISTANCE OF 88.57 FEET; THENCE SOUTH 43°07'04" WEST, A DISTANCE OF 30.44 FEET; THENCE NORTH 87°37'05" EAST, A DISTANCE OF 8.29 FEET; THENCE SOUTH 01°42'29" EAST, A DISTANCE OF 60.03 FEET; THENCE SOUTH

EXHIBIT A (continued)

87°35'57" WEST, A DISTANCE OF 49.28 FEET; THENCE NORTH 02°37'12" WEST, A DISTANCE OF 60.04 FEET; THENCE NORTH 87°37'05" EAST, A DISTANCE OF 11.56 FEET; THENCE NORTH 01°52'56" WEST, A DISTANCE OF 12.31 FEET; THENCE NORTH 43°07'04" EAST, A DISTANCE OF 55.82 FEET; THENCE NORTH 88°07'04" EAST, A DISTANCE OF 108.79 FEET; THENCE SOUTH 62°45'02" EAST, A DISTANCE OF 40.19 FEET; THENCE SOUTH 50°24'51" EAST, A DISTANCE OF 87.23 FEET; THENCE SOUTH 05°03'36" EAST, A DISTANCE OF 74.49 FEET; THENCE SOUTH 01°52'56" EAST, A DISTANCE OF 275.35 FEET, TO A POINT ON THE NORTH RIGHT OF WAY OF WEST SUPERIOR STREET; THENCE SOUTH 88°09'17" WEST, ON SAID NORTH RIGHT OF WAY, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 21,130.58 SQUARE FEET OR 0.485 ACRES MORE OR LESS.